

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division**

JACKSON VELA,

Plaintiff,

v.

Civil No. 1:17-cv-01093-LMB-JFA

EQUIFAX INFORMATION SERVICES, LLC,  
TRANS UNION, LLC, EXPERIAN INFORMATION  
SOLUTIONS, INC., EXPERIAN RENTBUREAU,  
and FAIR COLLECTIONS & OUTSOURCING, INC.,

Defendants.

**DEFENDANT TRANS UNION LLC'S  
ANSWER AND DEFENSES TO PLAINTIFF'S COMPLAINT**

Trans Union LLC ("Trans Union"), one of the Defendants herein, files its Answer and Defenses to Plaintiff Jackson Vela's ("Plaintiff") Complaint ("Complaint"). The paragraph numbers below correspond to the paragraph numbers contained in Plaintiff's Complaint to the extent possible.

**PRELIMINARY STATEMENT**

1. Trans Union admits that Plaintiff has asserted claims against Defendants alleging statutory, actual, and punitive damages, costs and attorney's fees pursuant to the Fair Credit Reporting Act ("FCRA") 15 U.S.C. § 1681, et seq. Trans Union denies that it violated any of the laws relied on by Plaintiff and denies the remainder of the allegations contained in paragraph 1 of the Complaint.

2. The FCRA, 15 U.S.C. § 1681 et seq. and its legislative history are self-evident and speak for themselves. Trans Union is not required to admit or deny the averments contained in paragraph 2 of the Complaint.

3. Trans Union denies reporting inaccurate information on Plaintiff's Trans Union credit file. Trans Union is without information or knowledge sufficient to form a belief as to the

truth of the remaining allegations contained in paragraph 3 of the Complaint and, therefore, denies same. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the Complaint and, therefore, denies same.

4. Trans Union admits that Plaintiff has asserted claims against Defendants alleging violations pursuant to the FCRA. Trans Union denies that it violated any of the laws relied on by Plaintiff and denies the remainder of the allegations contained in Paragraph 4 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of the Complaint and, therefore, denies same.

5. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint and, therefore, denies same.

#### **JURISDICTION AND VENUE**

6. Trans Union admits that pursuant to 28 U.S.C. § 1331, jurisdiction is appropriate in Federal Court, and that the district court has the authority to grant relief pursuant to 15 U.S.C. § 1681p.

7. Trans Union, solely based on the allegations contained in the Complaint, admits that venue is appropriate in this Court.

#### **PARTIES**

8. Trans Union admits that Plaintiff is a natural person and a consumer as defined by 15 U.S.C. § 1681a(c). Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 8 of the Complaint and, therefore, denies same

9. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of the Complaint and, therefore, denies same.

10. Trans Union admits that it is a foreign corporation authorized to do business within the Commonwealth of Virginia and maintains a registered agent in Richmond, Virginia. Trans Union further admits that it is a consumer reporting agency as defined by 15 U.S.C. § 1681a(f) of the FCRA.

11. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint and, therefore, denies same.

12. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of the Complaint and, therefore, denies same.

13. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of the Complaint and, therefore, denies same.

### **FACTS**

14. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of the Complaint and, therefore, denies same.

15. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 15 of the Complaint and, therefore, denies same.

16. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 16 of the Complaint and, therefore, denies

same.

17. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 17 of the Complaint and, therefore, denies same.

18. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of the Complaint and, therefore, denies same.

19. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of the Complaint and, therefore, denies same.

20. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 20 of the Complaint and, therefore, denies same.

21. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 21 of the Complaint and, therefore, denies same.

22. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 22 of the Complaint and, therefore, denies same.

23. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of the Complaint and, therefore, denies same.

24. Trans Union denies reporting inaccurate information on Plaintiff's Trans Union credit file. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 24 of the

Complaint and, therefore, denies same.

25. Trans Union denies reporting inaccurate information on Plaintiff's Trans Union credit file. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 25 of the Complaint and, therefore, denies same.

26. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 26 of the Complaint and, therefore, denies same.

27. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of the Complaint and, therefore, denies same.

28. Trans Union admits that on December 22, 2016, it received, reviewed, and considered correspondence from Plaintiff, dated December 19, 2016, disputing Fair Collections & Outsourcing account #...4487. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of the Complaint and, therefore, denies same.

29. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 29 of the Complaint and, therefore, denies same.

30. Trans Union denies the allegations contained in paragraph 30 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 30 of the Complaint and, therefore, denies same.

31. Trans Union admits that on March 2, 2017, it received, reviewed, and considered correspondence from Plaintiff, dated February 24, 2017, disputing Fair Collections &

Outsourcing account #....4487. Trans Union denies reporting inaccurate information on Plaintiff's Trans Union credit file. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 31 of the Complaint and, therefore, denies same.

32. Trans Union denies the allegations contained in paragraph 32 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 32 of the Complaint and, therefore, denies same.

33. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 33 of the Complaint and, therefore, denies same.

34. Trans Union denies the allegations contained in paragraph 34 of the Complaint.

35. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 35 of the Complaint and, therefore, denies same.

36. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 36 of the Complaint and, therefore, denies same.

37. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 37 of the Complaint and, therefore, denies same.

38. Trans Union admits that on May 15, 2017, it received, reviewed, and considered correspondence from Plaintiff, dated May 8, 2017, disputing Fair Collections & Outsourcing account #....4487. As to the other Defendants, Trans Union is without information or knowledge

sufficient to form a belief as to the truth of the allegations contained in paragraph 38 of the Complaint and, therefore, denies same.

39. Trans Union denies the allegations contained in paragraph 39 of the Complaint. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 39 of the Complaint and, therefore, denies same.

40. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 40 of the Complaint and, therefore, denies same.

41. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of the Complaint and, therefore, denies same.

42. Trans Union denies the allegations and alleged damages contained in paragraph 42 of the Complaint. As to the other Defendants, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 42 of the Complaint and, therefore, denies the same.

***Defendants' FCRA Violations Were Willful***

43. Trans Union denies the allegations contained in paragraph 43 of the Complaint. As to the other Defendants, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 43 of the Complaint and, therefore, denies the same.

44. Trans Union denies the allegations contained in paragraph 44 of the Complaint. As to the other Defendants, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 44 of the Complaint and, therefore, denies the same.

45. Trans Union denies the allegations contained in paragraph 45 of the Complaint. As to the other Defendants, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 45 of the Complaint and, therefore, denies the same.

46. Trans Union denies the allegations contained in paragraph 46 of the Complaint. As to the other Defendants, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 46 of the Complaint and, therefore, denies the same.

47. Trans Union denies the allegations contained in paragraph 47 of the Complaint. As to the other Defendants, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 47 of the Complaint and, therefore, denies the same.

48. Trans Union denies the allegations contained in paragraph 48 of the Complaint. As to the other Defendants, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 48 of the Complaint and, therefore, denies the same.

49. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 49 of the Complaint and, therefore, denies the same.

**COUNT ONE:**  
**VIOLATION OF THE FCRA, 15 U.S.C. § 1681e(b)**  
**(DEFENDANTS EQUIFAX, EXPERIAN, TRANS UNION, RENTBUREAU)**

50. Trans Union restates and incorporates its responses to paragraphs 1 through 49 above as though fully stated herein.

51. Trans Union denies the allegations contained in paragraph 51 of the Complaint. As to the other Defendants, Trans Union is without knowledge or information sufficient to form



a belief as to the truth of the allegations contained in paragraph 51 of the Complaint and, therefore, denies the same.

52. Trans Union denies the allegations and alleged damages contained in paragraph 52 of the Complaint. As to the other Defendants, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 52 of the Complaint and, therefore, denies the same.

53. Trans Union denies the allegations, alleged damages, and relief contained in paragraph 53 of the Complaint. As to the other Defendants, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 53 of the Complaint and, therefore, denies the same.

**COUNT TWO:**  
**VIOLATION OF THE FCRA, 15 U.S.C. § 1681i**  
**(DEFENDANTS EQUIFAX, EXPERIAN, TRANS UNION, RENTBUREAU)**

54. Trans Union restates and incorporates its responses to paragraphs 1 through 53 above as though fully stated herein.

55. Trans Union denies the allegations contained in paragraph 55 of the Complaint. As to the other Defendants, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 55 of the Complaint and, therefore, denies the same.

56. Trans Union denies the allegations and alleged damages contained in paragraph 56 of the Complaint. As to the other Defendants, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 56 of the Complaint and, therefore, denies the same.

57. Trans Union denies the allegations, alleged damages, and relief contained in paragraph 57 of the Complaint. As to the other Defendants, Trans Union is without knowledge

or information sufficient to form a belief as to the truth of the allegations contained in paragraph 57 of the Complaint and, therefore, denies the same.

**COUNT THREE:**  
**VIOLATION OF THE FCRA, 15 U.S.C. § 1681s-2(b)(1)(A)**  
**(DEFENDANT FCO)**

58. Trans Union restates and incorporates its responses to paragraphs 1 through 57 above as though fully stated herein.

59. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 59 of the Complaint and, therefore, denies the same.

60. Trans Union admits to utilizing the ACDV/E-Oscar system to process consumer disputes. To the extent not specifically admitted and as to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 60 and, therefore, denies the same.

61. Trans Union admits when a consumer submits a dispute, the dispute is logged in and the item disputed and the nature of the dispute are recorded on an ACDV/CDV form, along with the consumer's name, address and social security number, if available, after which the ACDV/CDV is transmitted to the creditor with a request for verification and correction, if necessary. To the extent not specifically admitted and as to the other Defendants, Trans Union denies the remaining allegations contained in paragraph 61 of the Complaint, and therefore, denies the same.

62. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 62 of the Complaint and, therefore, denies the same.

63. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 63 of the Complaint and, therefore, denies the same.

64. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 64 of the Complaint and, therefore, denies the same.

65. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 65 of the Complaint and, therefore, denies the same.

66. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 66 of the Complaint and, therefore, denies the same.

67. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 67 of the Complaint and, therefore, denies the same.

68. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 68 of the Complaint and, therefore, denies the same.

69. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 69 of the Complaint and, therefore, denies the same.

**COUNT FOUR:**  
**VIOLATION OF THE FCRA, 15 U.S.C. § 1681s-2(b)(1)(B)**  
**(DEFENDANT FCO)**

70. Trans Union restates and incorporates its responses to paragraphs 1 through 69 above as though fully stated herein.

71. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 71 of the Complaint and, therefore, denies the same.

72. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 72 of the Complaint and, therefore, denies the same.

73. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 73 of the Complaint and, therefore, denies the same.

74. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 74 of the Complaint and, therefore, denies the same.

75. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 75 of the Complaint and, therefore, denies the same.

76. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 76 of the Complaint and, therefore, denies the same.

77. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 77 of the Complaint and, therefore, denies the same.

78. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 78 of the Complaint and, therefore, denies the same.

**COUNT FIVE:**  
**VIOLATION OF FDCPA, 15 U.S.C. § 1692e**  
**(DEFENDANT FCO)**

79. Trans Union restates and incorporates its responses to paragraphs 1 through 78 above as though fully stated herein.

80. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 80 of the Complaint and, therefore, denies the same.

81. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 81 of the Complaint and, therefore, denies the same.

82. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 82 of the Complaint and, therefore, denies the same.

Trans Union denies the relief sought in the demand for relief paragraph of the Complaint.

Trans Union admits that Plaintiff demands a trial by jury.

**DEFENSES**

83. At all relevant times, Trans Union maintained and followed reasonable procedures to avoid violations of the FCRA and assure maximum possible accuracy of the information concerning Plaintiff in preparing consumer reports related to Plaintiff.

84. Trans Union alleges that any alleged damages to Plaintiff, which Trans Union continues to deny, are the result of the acts or omissions of Plaintiff or others, over whom Trans Union has no control and for whom Trans Union has no responsibility.

85. Trans Union, in compliance with the FCRA, reasonably and completely reinvestigated and verified, updated, or removed all information disputed by Plaintiff.

86. Trans Union at all times acted in compliance with the FCRA.

87. Trans Union has not published any false, inaccurate or defamatory information to a third-party regarding Plaintiff and has not acted with negligence, malice, actual malice, or willful intent to injure.

88. Plaintiff's claims for exemplary or punitive damages and the FCRA damage model violate the Due Process Clause of the Fourteenth Amendment and the laws of the State of Virginia.

WHEREFORE, PREMISES CONSIDERED, Defendant Trans Union LLC, respectfully requests that this Honorable Court deny the relief requested in Plaintiff's Complaint, dismiss the action in its entirety, grant Trans Union its costs of suit and expenses incurred herein, including reasonable attorneys' fees, and for such other and further relief as the court deems just.

TRANS UNION LLC

/s/\_\_\_\_\_  
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DATED: November 16, 2017.

**CERTIFICATE OF SERVICE**

I hereby certify that on the 16<sup>th</sup> day of November, 2017, I will electronically file the foregoing with the Clerk of the Court using the CM/ECF system, which will then send a notification of such filing (NEF) to the following:

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